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ROCKINGHAM COUNTY
REGISTRY OF DEEDS**CONSERVATION EASEMENT DEED**

NOW COMES, **ROGER C. GROUX, TRUSTEE, MEG REALTY TRUST**, 34 Portsmouth Avenue, Stratham, Rockingham County, New Hampshire 03885 (hereinafter sometimes referred to as the "Grantor"), which word, where the context requires, includes the plural and shall unless the context clearly indicates otherwise, includes Grantors, executors, administrators, legal representatives, devisees, heirs and/or assigns, for consideration received, grants to the **TOWN OF STRATHAM CONSERVATION COMMISSION** of 10 Bunker Hill Avenue, Stratham, Rockingham County, New Hampshire, a municipal agency, contributions to which are deductible for Federal Income Tax purposes pursuant to the United States Internal Revenue Code (hereinafter sometimes referred to as the "Grantee"), which word shall, unless the context clearly indicates otherwise, includes Grantees, successors or assigns, **WITH QUITCLAIM COVENANTS**, in perpetuity, the following described conservation easement as detailed on Exhibit A, incorporated herein by reference, over land of the Grantor in the Town of Stratham, County of Rockingham, State of New Hampshire (the

"Property"), pursuant to NH RSA 477:45-47 and RSA 221-A, exclusively for conservation purposes, namely:

1. To assure that the conservation easement area as described on Exhibit A will be retained forever in its undeveloped, open space condition, and to prevent any use of the property that will significantly impair or interfere with the conservation values of the property; and
2. To preserve the wetlands and the open space of which the land area subject to this easement primarily consists, for the enjoyment of the general public and consistent with NH RSA 79-A which states:

"It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources,"

all consistent and in accordance with the U.S. Internal Revenue Code, with respect to that parcel of land (hereinafter referred to as the "Property") being largely unimproved and situated in the rear of the existing Honda Barn facility.

The Conservation Easement hereby granted with respect to the Property is as follows:

1. USE LIMITATIONS

- A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any residential, industrial or commercial activities.
- B. The portion of the Property subject to the conservation easement shall not be subdivided into building lots, but may be used in calculating density for purposes of zoning compliance for the portion of the property of the Grantor which is not subject to this easement.
- C. No dwelling, recreational facility, tower or other structure except those as may be required for the

utilization of the existing fire pond, and drainage and security improvements provided for herein shall be constructed, placed or introduced onto the easement area. Nothing herein shall prevent the construction of utility services within the easement area, provided the appropriate permits have been obtained from the Town of Stratham and the New Hampshire Department of Environmental Services, or their successors, and further provided that the premises be restored to their previous natural condition as much as possible after completion of the work. The Grantor also may enter onto the easement area for purposes of constructing drainage improvements and maintaining same, together with the maintenance and use of the existing fire pond. All such structures or improvements shall be sited to have a minimal impact upon the conservation values of the Property.

- D. No removal, filling, or other disturbances of the soil surface, nor any changes in topography, surface or sub-surface water systems, wetlands, or natural habitat, other than as provided in paragraph C above in connection with the construction of drainage improvements or utilities, shall be allowed unless such activities:
 - i. Are commonly necessary in the accomplishment of the conservation uses of the property; and
 - ii. Do not harm state or federally recognized rare or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
 - iii. Are not detrimental to the overall purposes of this Easement to preserve this area as open space.
- E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property.
- F. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil or other similar materials on the Easement Area, except in connection with any improvements made pursuant to the provisions of the foregoing paragraphs.
- G. There shall be no dumping, injection, or burial of

refuse materials, including vehicle bodies or parts, construction debris, garbage, offal, and other wastes, except that the composting of vegetative matter indigenous to the premises, may be conducted.

2. RESERVED RIGHTS

- A. Grantor, for itself and its assigns, reserves the right to construct, maintain, repair or replace utilities that serve the Property or other land of the Grantor.
- B. Grantor reserves the right to create additional ponds or expand the existing pond for the purpose of fire protection or wildlife habitat enhancement, in accordance with a plan approved by the U.S. Soil Conservation Service or other similar agency then active and with all applicable permits from the Town of Stratham and the New Hampshire Department of Environmental Services.
- C. Grantor reserves the right to post against vehicles, motorized or otherwise, or other trespassers.
- D. Grantor reserves the right to construct drainage improvements on the premises for the benefit of the Property or other land of the Grantor.
- E. Grantor reserves the right, on behalf of itself and others employed, with the permission of the Grantor, on the properties adjacent to the proposed Conservation Easement Area, to pass and repass over the area subject to the easement on foot for the purposes of walking for pleasure, nature education and appreciation.
- F. Grantor reserves the right to drive or dig wells and construct pumps, pipes and all necessary appurtenances within the easement for the production of water for the purpose of irrigation of lawns and other landscaping, the fighting of fires, and for domestic consumption.
- G. Grantor reserves the right to enter onto the Conservation Easement Area to undertake maintenance and any improvements required to the fire ponds, drainage and security systems or water wells, if any.
- H. Prior to exercising the foregoing rights detailed in subparagraphs A, B, D and F, Grantor agrees to notify Grantee in writing.

3. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance and to enforce the terms of this Conservation Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. Grantor agrees to notify the Grantee in writing within ten (10) days after the transfer of title of the Property.
- B. Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferrable only to any qualified organization within the meaning of Section 170(h)(3) of said Code or the State of New Hampshire or the U.S. Government or any subdivision of either of them consistently with Section 170 (c)(1) of the U.S. Internal Revenue Code, amended, which government unit or organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer. In accordance with RSA 221-A, under which this Conservation Easement Deed is acquired, "The sale, transfer, conveyance, or release of any such land or interest in land from public trust is prohibited," (RSA 221-A:11).

6. BREACH OF EASEMENT

- A. When a breach of this Easement comes to the attention of the Grantee, it shall notify the then owner (Grantor) of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.
- B. Said Grantor shall have 60 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to

notify the Grantee thereof.

- C. If said Grantor fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.
- D. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural events beyond Grantor's control, including, and limited to fire, flood, storm, and earth movement or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. CONDEMNATION

- A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.
- B. The balance of the damages (or proceeds) recovered shall be paid to the Grantor and Grantee in proportion to the fair market values of their respective interests in that part of the Property condemned, said proportions having been established by an appraisal at the time of the conveyance of this Conservation Easement. Any increase in value attributable to improvements made after the date of this grant shall accrue to the party (Grantee or Grantor) who made the improvement. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

8. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, or the application

of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

The Grantee, by accepting and recording this Conservation Easement Deed for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Conservation Easement Deed is delivered.

IN WITNESS WHEREOF, I hereunto set my hand this 27th day of October, 2000.

Michael J. Groux
Witness

MEG REALTY TRUST

BY: R. C. Groux TRUSTEE
Roger C. Groux, Trustee, Duly
Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this 27th day of October, 2000, before me personally appeared Roger C. Groux, Trustee of MEG Realty Trust, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Michael J. Groux
Notary Public/Justice of the Peace

ACCEPTED:
TOWN OF STRATHAM CONSERVATION COMMISSION

By: Gordon Barker
Gordon Barker
Title: Chairman
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this 28 day of November 2000, before me personally appeared Gordon Barker, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he is the Chairman of the Town of Stratham Conservation Commission and he executed the same as his free act and deed for the purposes therein contained.

Brenda M. Mason
Notary Public/Justice of the Peace

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BRENDA M. MASON, Justice of the Peace
My Commission Expires October 28, 2003

EXHIBIT A

A certain parcel of land located to the rear of 34 Portsmouth Avenue, Stratham, County of Rockingham, State of New Hampshire, being more particularly bounded and described as follows:

All the land area identified as "Proposed Conservation Easement" on a plan entitled "CONSERVATION EASEMENT on Tax Map 7, Lot 11, Portsmouth Avenue, Stratham, NH for MEG Realty Trust," dated October 23, 1000 with amendments through 20 October 1999, to be recorded herewith in the Rockingham County Registry of Deeds as Plan No. D-28505. Said Easement Area is 4.66 acres +/- and is subject to all of the prior easements granted to others, only to the extent applicable, as detailed on the above referenced plan.